



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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April 30, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

48 April 30, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AMENDMENT 1 TO CONTRACT NO. 77311 FOR WHITTIER BOULEVARD ENHANCED MAINTENANCE SERVICES IN THE UNINCORPORATED COUNTY AREA OF EAST LOS ANGELES (SUPERVISORIAL DISTRICT 1) (3 VOTES)

SUBJECT

This action is to amend the contract for Whittier Boulevard Enhanced Maintenance Services in the unincorporated County area of East Los Angeles to expand the services.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services continue to be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Approve Amendment 1 to Contract No. 77311 with Woods Maintenance Services, Inc., d.b.a. Graffiti Control Systems to add additional services upon the Board's approval at an additional amount of \$24,065 to increase the annual amount from \$235,608 to \$259,673 prorated for the current contract year, an additional annual amount of \$142,020 to increase the annual amount from \$235,608 to \$377,628 for the remaining subsequent two optional contract years, and the prorated monthly amount of \$31,469 for a month-to-month extension up to six months with a maximum contract term of 66 months.
4. Authorize the Director of Public Works or her designee to increase the annual contract amount up

to an additional 10 percent of the contract annual sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to execute the amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide additional enhanced maintenance services between Burger Avenue to the west and South Atlantic Boulevard to the east and the alleys north and south of Whittier Boulevard in the unincorporated County area of East Los Angeles. These added services consist of monthly pressure washing, graffiti removal, and repairs to non-bus stop benches; palm tree trimming; sidewalk steam cleaning; monthly pressure washing of non-bus stop trash receptacles; and cleaning of non-bus stop trash receptacle lids.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support the Department of Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The requested prorated increased contract amount of \$24,065 will increase the annual amount from \$235,608 to \$259,673 prorated for the current contract year, an additional annual amount of \$142,020 to increase the annual amount from \$235,608 to \$377,628 for the remaining subsequent two optional contract years, and the prorated monthly amount of \$31,469 for a month-to-month extension up to six months plus 10 percent contingency for unforeseen, additional work within the scope of work of the contract, if required.

Funding for the amended services is available in the First Supervisorial District's Road Construction Program in the Fiscal Year 2012-13 Road Fund Budget. Funding for the contract's remaining option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 29, 2010, Agenda Item 31, the Board approved Contract No. 77311 for Whittier Boulevard Enhanced Maintenance Services for an initial one-year period with four 1-year renewal options and a month-to-month extension up to six months for a total contract period of 66 months at an annual contract amount of \$235,608, commencing on July 1, 2010, with Woods Maintenance Services, Inc., d.b.a. Graffiti Control Systems, located in North Hollywood, California.

Commencing upon the Board's approval, this amendment will provide additional enhanced maintenance services between Burger Avenue to the west and South Atlantic Boulevard to the east and the alleys north and south of Whittier Boulevard in the unincorporated County area of East Los Angeles. These added services consist of monthly pressure washing, graffiti removal, and repairs to non-bus stop benches; palm tree trimming; sidewalk steam cleaning; monthly pressure washing of

non-bus stop trash receptacles; and cleaning of non-bus stop trash receptacle lids.

Amendment 1, which is substantially similar to the enclosed form (Enclosure), will continue the contract's current terms, specifications, and conditions. Prior to the Director of Public Works or her designee executing this amendment, the contractor will sign and County Counsel will review it as to form.

The contractor will continue to pay its full-time employees the current Living Wage Rate approved by your Board on February 6, 2007, and confirms that it will comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to the contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will continue to pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by your Board on March 15, 2007, and confirmed that it continues to comply with the County's Living Wage reporting requirements.

Pursuant to the applicable memorandum of understanding, the appropriate union was notified on March 7, 2013, of this recommended action to amend the contract.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the amended services can be performed more economically by the private sector.

ENVIRONMENTAL DOCUMENTATION

The proposed work is categorically exempt from the California Environmental Quality Act (CEQA). The work is within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301(h) of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contracted services and expand the service.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

4/30/2013

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

AMENDMENT 1 TO CONTRACT NO. 77311WHITTIER BOULEVARD ENHANCED MAINTENANCE SERVICES

THIS AMENDMENT, made and entered into this ____ day of _____, 2013, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WOODS MAINTENANCE SERVICES, INC., DBA GRAFFITI CONTROL SYSTEMS, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 77311 was entered into between the COUNTY and the CONTRACTOR, on June 29, 2010, to provide enhanced maintenance services for a period of one year with four 1-year renewal options and a month-to-month extension up to six months commencing on July 1, 2010; and

WHEREAS, the COUNTY desires to expand the frequencies and services to include monthly pressure washing, graffiti removal, and repairs to non-bus stop benches; additional palm tree trimming; additional sidewalk steam cleaning; monthly pressure washing of non-bus stop trash receptacles; and cleaning of non-bus stop trash receptacle lids. These additional services are to be provided in the unincorporated County area of East Los Angeles, commencing upon the Board's approval.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 77311 between them shall be amended as follows:

FIRST: The Contract is hereby amended to provide that the CONTRACTOR shall perform additional enhanced maintenance services as reflected Exhibit A.1, Scope of Work, Attachment A, Exhibit A.1, Scope of Work, commencing upon the Board's approval. Exhibit A, Scope of Work, shall be deleted in its entirety and replaced with Exhibit A.1. Added words are shown in **bold and underlined** and delete language is ~~struck out~~:

SECOND: This Contract's annual sum, prorated for the current contract year, will increase from \$235,608 to \$259,673, an increase of \$24,065. This Contract's annual sum for the subsequent optional contract years will be increased by \$142,020 (\$11,835 per month), increasing the annual amount from \$ 235,608 to \$ 377,628 or such greater amount as the Board may approve (Maximum Contract Sum).

THIRD: This Contract's Exhibit F, Performance Requirement Summary, shall be deleted in its entirety and replaced with Exhibit F.1, Attachment B. Added words are shown in **bold and underlined** and delete language is ~~struck out~~.

FOURTH: The COUNTY agrees, in consideration of satisfactory performance of the amended services to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in Form PW-2.2 as reflected in Attachment C.

FIFTH: This Contract's LW-8 is revised to add LW-8.2 (Cost Methodology), as reflected in Attachment D for the extended services.

SIXTH: Except as modified by this AMENDMENT, all other terms, conditions, requirements, and specifications of this Contract shall remain in full force and effect.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

WOODS MAINTENANCE SERVICES,
INC., DBA GRAFFITI CONTROL
SYSTEMS

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

WHITTIER BOULEVARD ENHANCED MAINTENANCE SERVICES

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Daniel Aka of Road Maintenance Division, who may be contacted at (562) 869-1176, Facsimile (562) 862-3718, and e-mail address: daka@dpw.lacounty.gov, Monday through Friday, 7 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Service Area

Services shall be performed within the corridor along Whittier Boulevard in East Los Angeles between Burger Avenue to the west and South Atlantic Boulevard to the east, and the alleys north and south of Whittier Boulevard (see Exhibit E). The Contractor shall be responsible for providing these requested services on the cross streets to Whittier Boulevard between the two alleys.

C. Work Description

The work to be completed under these Specifications does not target the removal of trash and litter, which is generated in the normal course of business of the commercial properties in the designated area. The work includes the removal of graffiti, consumer-generated trash and litter, indiscriminate dumping, gum, grease (on the sidewalks and crosswalks), and weeds as well as palm tree trimming and removal of tree sucker growth within the road rights of way on Whittier Boulevard between Burger Avenue and Atlantic Boulevard, all cross streets north and south, in two alleys north and south of Whittier Boulevard and in the public parking lot located south of Whittier Boulevard between Kern and Fetterly Avenue (Service Area). The Contractor shall maintain the service area in a clean state to enhance the public's desire to shop with the local merchants.

The Contractor shall be available at all reasonable times to report to and confer with Public Works with respect to these enhanced maintenance services. Minimally, Contractor shall provide a telephone answering service and facsimile machine, within the County, from 8 a.m. to 5 p.m., Monday through Friday, except on legal holidays, to receive instructions, information, complaints, etc., from Public Works and/or the local merchants. Contractor's telephone answering service and facsimile location shall have the capacity to timely contact Contractor's on-site supervisor(s) to relay any instructions, information, complaints, etc. Contractor's telephone answering service shall also have the

ability to speak and understand both Spanish and English.

Contractor's on-site supervisor(s) shall have at least three years of experience supervising the specific work being performed in the areas of graffiti removal, consumer-generated trash and litter removal, indiscriminate dumping removal, gum and grease removal on the sidewalks and crosswalks. Contractor's and/or the subcontractor's on-site supervisor(s) shall have at least three years of experience supervising tree trimming work. Contractor shall obtain Contract Manager's approval of all on-site supervisors assigned to this contract prior to the start of any contract work. The Contractor shall provide the on-site supervisor's resume and additional information requested by the Contract Manager to validate the experience. The Contractor shall provide a 7-days written notice prior to any change to the on-site supervisor(s) to the Contract Manager. Any change in on-site supervisor(s) shall be pre-approved by Contract Manager.

The Contractor and subcontractors, if any, shall possess a valid and active C-61, subcategory D-38 State Contractor's License, a C-33 Specialty License, and either a valid and active C-27 or C-61, subcategory D-49 State Contractor's License (contractor or subcontractor must possess this license, depending on who will be performing the tree trimming).

Contractor's on-site supervisor shall have a thorough knowledge of the requirements of this Scope of Work, Contract requirements, and Exhibits, and shall speak and understand both Spanish and English. The Contractor shall perform the enhanced maintenance activities as summarized below:

1. Sweep, clean, and remove pedestrian litter from sidewalks, curbs, and gutters, including, but not limited to, public tree wells and street furniture (e.g., benches, planters, etc.). Remove any tree sucker growth. The Contractor shall not be expected to replace any trees, unless a tree dies as the result of the Contractor's negligence.
2. Steam clean sidewalk to remove all gum and grime along the entire length of the service area as defined above, ~~on a monthly basis~~ **twice a month.**
3. ~~Trim all palm trees annually approximately one month prior to the annual Whittier Boulevard Christmas parade. Trees shall be trimmed by a licensed contractor.~~ **Trim all palm trees twice a year. Schedule the trimming within the month of May and the month of November unless otherwise specified or directed by the Contract Manager. Palm trees shall be trimmed by a licensed contractor.**
4. Empty plastic bags in all trash receptacles four times a week and provide replacement bags for all trash receptacles within the enhanced service area **and clean and wipe down all the trash receptacles lids.**

5. Haul collected trash/litter from the service area to a legal disposal site and pay any necessary disposal fees.
6. Repair, clean, and replace worn or broken parts (i.e., bolts, sandblast Latino Walk of Fame plaques, **non-bus stop benches**), as required, within 48 hours of a problem being identified by the Contractor, merchants, or County. The Contractor shall not be expected to replace bus benches and/or shelters, which have been damaged beyond reasonable repair in the opinion of Public Works. The Contractor shall immediately notify Public Works for removal of a bench and/or shelter, which has been damaged beyond reasonable repair. The Contractor shall report to Public Works any hazardous situation that they recognize or observe within 24 hours (examples – exposed anchor bolts, sign post anchors, sidewalk displacement, and missing box lids).
7. Remove litter from alleys at the rear of businesses within the service area.
8. Remove all large and abandoned items, such as mattresses, sofas, refrigerators, desks, car parts, building materials, etc., from the service area within 24 hours, Monday through Fridays. All large items placed over the weekend shall be removed on Mondays.
9. Provide the enhanced maintenance services according to the frequency and location as further outlined in this Exhibit's Scope of Work, Item E, Frequency and Workload.
10. Provide all necessary workers, supervisors, material supplies, equipment, and any other necessary items required to perform enhanced maintenance services within the service area.
11. Abate all complaints received from the merchants and/or Public Works related to these enhanced maintenance services as soon as possible, but in all cases within 48 hours to the satisfaction of Public Works. If a complaint cannot be abated within 48 hours, the Contractor shall immediately provide written notification to the Contract Manger the reason(s) for not abating the complaint within 48 hours. Complaints received on last workday of the week shall be abated by the end of the second workday following the Contractor's receipt of the complaint.
12. The Contractor is required to provide a three-cubic yard bin and provide for the collection Mondays, Wednesdays, and Fridays. The bin shall be located in the public parking lot on Kern Avenue south of Whittier Boulevard. The Contractor shall maintain the immediate area adjacent to the trash bin daily. The bin will be unlocked and maintained in a visually pleasing condition.

13. The Contractor shall maintain the public parking lot Between Kern Avenue and Fetterly Avenue, south of Whittier Boulevard. The Contractor shall sweep and remove litter, large items, weeds and generally clean parking lot on Mondays, and Fridays.
14. The Contractor shall be required to provide enhanced maintenance service immediately preceding and/or subsequent to a community event.
15. **Pressure wash the trash receptacles and non-bus stop benches on a monthly basis, unless otherwise specified or directed by the Contract Manager.**

D. Graffiti Removal Services

Graffiti removal services shall consist of performing all operations to remove or cover graffiti from all exterior surfaces visible from the street and/or alleys on both public and private property within the Service Area.

The Contractor shall:

1. Remove or paint over all graffiti on both public rights of way and visible exterior surfaces on private property in the Service Area, Monday through Friday, within 24 hours of the graffiti being discovered by the Contractor, or being reported by the local merchants or County. Profanity, sexually explicit, or racist-type graffiti shall have the highest removal priority. Graffiti placed on the weekends shall be removed on the following workday. Within 48 hours of initial paint over, Contractor shall repaint using a color to match the existing surface color (if a matching color was not utilized initially).
2. Remove graffiti from all types of surfaces, such as, but not limited to, wood, metal, stucco, brick, concrete, cinder blocks, **non-bus stop benches**, sidewalks, etc.
3. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as water blasting, painting over, chemical solvents, etc.
4. Use County-approved chemical solvents when removing graffiti from County property, such as street light poles, traffic signs, control boxes, etc. Public Works will review and approve/disapprove solvents on a case-by-case basis.
5. Use special paint for particular non-treated surfaces on County property, such as light poles, underpasses, pedestrian tunnels, etc., when requested to do so by Public Works.

6. Match the existing color of the surface when painting over or obscuring graffiti whenever possible. Paint shall be neatly feathered in all areas.
7. Use drop cloths on all work assignments to protect sidewalks, vegetation, etc., from paint spillage.
8. For privately owned property, obtain the written consent of the owner or the owner's authorized agent before working on the property. Copies of the consent forms shall be provided to Public Works.
9. Train its personnel in proper graffiti-removal techniques and provide corrective instruction to its personnel if they are removing or covering graffiti improperly.
10. Use water-based new or recycled paints.
11. Sidewalk Surfaces: Remove graffiti from concrete sidewalks by using a water-blasting machine with a soda compound only. Painting over shall not be permitted. The sidewalks shall be cleaned of all graffiti, graffiti residues, paint, ink, gum, oil, etc. The sidewalks shall be blocked off for safety during the cleaning operations. Adequate precautions shall be taken not to damage private property during water-blasting operations, i.e., precautionary measures to prevent water from going under shop doors, damaging store fronts, etc. The sidewalk areas being cleaned shall be feathered to match other graffiti-free sidewalk areas.
12. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the paint color (red, green, or white) depending on original curb color and/or parking restrictions, as approved by Public Works. Nonpainted curbs shall be painted using concrete slurry mix or cleaned with water-blasting machines:
 - a. If surfaces are painted in red, then red cover-up paint shall be used per County color specifications.
 - b. If surfaces are green, green shall be used for cover-up color per County color specifications.
 - c. If surfaces are white, white flat cover-up paint shall be used per County color specifications.
 - d. If surfaces are non painted curbs, then a concrete slurry mix shall be used on the curb face and flat area of the gutter per County specifications.
 - e. If surfaces have legal written designation, i.e., loading zones, bus zones, etc., once the graffiti has been removed, the written designation shall be repainted per County color specifications.

13. Concrete Light Poles: Remove graffiti from concrete light poles using a water-blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the poles.
14. Wooden Light Poles: Cover graffiti using a water-based brown paint to match the wood color. All paper signs shall be removed.

Street light control boxes shall not be painted by anyone other than County personnel.
15. Trees: Remove all graffiti on trees by using a water blaster with a large spray tip so as not to damage or kill the tree by removing its bark.
16. Concrete Block Walls: Remove all graffiti by either a water blasting-machine with a soda compound only or water-based paint. The paint over color shall match the wall color. Overspray on sidewalk or private property shall not be allowed.
17. Brick Walls: Remove all graffiti using water-blasting machines with a soda compound only. Painting over shall not be done on a brick wall, unless the brick wall has been previously painted. The Contractor shall color match the paint to the previous color using water-based paint.
18. Rock Walls: Remove all graffiti using only a water-blasting machine with a soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.
19. Wooden Fencing: Paint over all graffiti on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match other parts of the fencing.
20. Chain Link Fencing and Pipe: Paint over all graffiti on pipes and fencing using a galvanized color to match the fencing fabric and pipe color. The paint over color shall be feathered into the fabric and along the pipes.
21. Metal fencing (sheets): Remove all graffiti from metal fencing. The paint over color shall match other parts of the fence. The paint-over color shall be water-based and painted and feathered to match other painted fence areas. The Contractor shall remove all paper signs before painting.
22. Stucco Faced Walls: Paint over all graffiti using a water-based paint. The Contractor shall color match other parts of the stucco walls and feather the paint into other painted stucco areas. No paint over spray shall be allowed on sidewalks or private property.

23. Asphalt Concrete (Street): Paint over all graffiti on asphalt concrete in the alleys using an emulsion/sand mixture approved by Public Works. All painting over shall be feathered into the alley's unpainted areas. Proper delineation and safety measures shall be used when working in the streets and alleys. Contractor's employees shall wear reflective vests. Contractor shall immediately notify Public Works if graffiti is found on the asphalt concrete portion of Whittier Boulevard. Contractor shall be responsible for removing graffiti from the curbs and gutters.
24. Glass Windows: Remove all graffiti from glass using a graffiti-removal spray and water. The use of water blasting machines on glass is prohibited.
25. Other Concrete Structures: Remove all graffiti over paint on concrete reinforced retaining walls, tunnel fronts, and auto barrier walls by using either a water-blasting machine with a soda compound only (water-blasting machine pressure) or water-based paint. The Contractor shall match color to the color already painted on the surface. Contractor shall feather paint into already painted surfaces or non-painted surfaces.
26. Miscellaneous: Note that these standards are basic. All of the listed conditions may not currently exist. However, other standards may be developed and incorporated herein as other graffiti surfaces are found.
27. Dispose of excess paint properly. Paint containers shall be opened, mixed with sand, dirt, or cat litter and allowed to dry. Once the paint is completely dry, it can be disposed of in the regular trash.
28. Wash paint brushes, rollers, or frames in clean water. The water shall only be disposed of in a sink or toilet. Water used to clean paint tools shall not be disposed of in storm drains and gutters and/or on sidewalks and streets.
29. Graffiti found on commercial signage shall only be removed with the owner's/occupant's specific, written approval and with the owner's/occupant's understanding that the Contractor is not responsible, under this Contract, for replacing any original lettering, pictures, etc., on a commercial sign. With the owner's/occupant's approval, the Contractor shall proceed with all due diligence to remove the graffiti with as little damage to the commercial signage as is possible.

E. Frequency and Workload

1. TASK ONE –
 - Whittier Boulevard enhanced maintenance services ongoing cleanup activities (only in public right of way),
 - Whittier Boulevard frontage (Atlantic to Long Beach Freeway),

- Alleys north and south of Whittier Boulevard, and
- All cross streets north and south - alley to alley.

LOCATION	TASK	SERVICE	CYCLE
Whittier Boulevard – Atlantic to Burger and all cross streets north and south – alley to alley.	Remove pedestrian litter, large items, weeds, etc., at sidewalks, curbs, gutters, planters, etc.	A. Empty trash receptacles and replace plastic liners <u>and wipe down all the trash receptacles lids.</u> B. Sweep and remove trash, large items, weeds, etc.	A. Mon/Thu/Sat/Sun B. Mon/Tues/Wed Thurs/Fri.
Whittier Boulevard – Atlantic to Burger, and all cross streets north and south – alley to alley.	Remove graffiti within public right of way, including poles <u>and all non-bus stop benches.</u>	Remove graffiti with use of water blaster and paint as required; match existing paint at private improvements.	Mon/Tues/Wed/Thurs/Fri.
<u>Whittier Boulevard –Atlantic to Burger</u>	<u>Pressure wash the trash receptacles and non-bus stop benches.</u>	<u>Pressure wash the trash receptacles and non-bus stop benches.</u>	<u>Monthly</u>
Whittier Boulevard – Atlantic to Burger, <u>and all cross streets north and south – alley to alley</u> including Latino Walk of Fame.	Remove all gum and grime on sidewalk and plaques.	Use high pressure steam cleaning	Entire length of sidewalk cleaned <u>Once per month twice a month.</u>
Whittier Boulevard – Atlantic to Burger – alleys to the north and south of Whittier Boulevard	Alley clean up.	A. Remove litter, weeds, etc. from alleys at rear of businesses. B. Remove large items from alleys at rear of business.	A. Mon/Fri. B. Mon/Tues/Wed/Thurs/Fri.

Whittier Boulevard – Atlantic to Burger.	Trim and skin palm trees	Annual Tree Trimming	<u>Annually</u> <u>Twice a year</u>
Whittier Boulevard - Atlantic to Burger.	Maintain public street, Latino Walk of Fame plaques.	Repair, repaint, clean and/or replace worn or broken parts, i.e., bolts. Sandblast Latino Walk of Fame plaques, <u>non-bus stop benches</u> .	As Required.

2. Task One Workload Estimates:

<u>INDICATOR</u>	<u>UNIT</u>	<u>ANNUALLY</u>
Trash liners emptied and replaced <u>and trash can lids cleaned</u>	Ea.	21,000
Sidewalks steam cleaned	Sq. Ft.	968,400 <u>1,936,800</u>
Rubbish removed from Service Area	Ton	20
Large items removed from alleys, i.e., mattresses, sofas, refrigerators, desks, car parts, building materials, etc.	Ea.	200
Graffiti removed from poles, <u>trash receptacles, and non-bus stop benches</u>	Ea.	650 <u>2,500</u>
Latino Walk of Fame plaques	Ea.	70±
Graffiti Removal Within Public Right of Way	Sq. Ft.	72,000
Palm Trees	Ea.	70 <u>142</u>

3. TASK TWO – Whittier Boulevard enhanced maintenance services ongoing clean up activities (generally outside public rights of way) maintenance for parking lot, graffiti removal and street furniture.

<u>LOCATION</u>	<u>TASK</u>	<u>SERVICE</u>	<u>CYCLE</u>
Whittier Boulevard Atlantic to Burger and alleys to the north and south of Whittier Boulevard.	Remove graffiti at facade private improvements.	Remove graffiti with use of water blaster and paint as required; match existing paint at private improvement.	As Required.

Public parking lot within the service area.	Maintain public parking lot.	A: Sweep and remove litter, large items, weeds, etc. B: Empty three-cubic yard bin.	A: Mon/Fri. B: Mon/Wed/Fri.
Public parking lot within service area.	Alley cleanup.	Remove litter, large items, weeds, etc. Replant, as necessary.	Mon/Fri.

4. Task Two Workload Estimates:

<u>INDICATOR</u>	<u>UNIT</u>	<u>ANNUALLY</u>
Trash receptacles to be sand blasted and graffiti to be removed from ceramic tile	Ea.	80
Buildings treated for graffiti	Sq. Ft.	15,000
Roll down security curtains	Sq. Ft.	90
Trash bags removed from alleys	Ea.	400
Three-cubic yard bin at public parking lot emptied three times per week.	Ea.	156
Utility boxes painted	Ea.	100
Banner poles painted and Maintained	Ea.	50

F. Published and Written Notices

Contractor shall at its own expense inform all businesses and commercial/industrial establishments within the District of Contractor's regular and special collection services and holiday collection schedule by publishing information 2 times a year by written notice with postage prepaid and forwarded through the U.S. Postal Service or forwarded by a door-to-door delivery service.

All publications and notifications shall be approved by the Director/Designee one month prior to printing and shall be printed in both English and Spanish.

The publication and notification shall contain, as a minimum, the name of the District, Contractor's name and telephone number. The publication is to inform businesses of the services provide by the contractor and to inform the Business

owners that the trash cans are for customer generated trash and not for business or commercial use.

Contractor shall show satisfactory proof to the Director/Designee that all publications and notifications were published and delivered as required. Satisfactory proof shall include, but not limited to proof of delivery issues by the Post Office and an original notification. Proof of notification must be received by the Department within 30 calendar days of the date of distribution.

G. Record Maintenance

The Contractor shall, as a minimum, maintain and submit to Public Works monthly workload statistics for those workload indicators outlined in this Scope of Work, Item E, Frequency and Workload. Public Works may request additional workload statistics during the term of this Contract.

H. Hours and Days of Service

Hours of services shall be primarily 7 a.m. to 5 p.m., every day except legal holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Director.

I. Utilities

The County will not provide utilities.

J. Storage Facilities

The County will not provide storage facilities for the Contractor.

K. Removal of Debris

All debris derived from the maintenance enhancement services specified herein shall be removed from Public Works' property and disposed of at the Contractor's expense.

The Contractor shall not allow any debris from its operations under this Contract, especially from the water/sand-blasting operations, to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

Non-Storm water runoff from equipment and vehicle washing or any other activity shall be retained on the construction site and prevented from entering storm drains or watercourses. BMPs will be implemented to prevent non-storm water discharges.

Construction-related materials, waste, spills or residues shall be retained on the construction site and prevented from discharging by wind or runoff to streets, adjacent property, storm drains or watercourses.

The Contractor is subject to enforcement action by Chapter 12.80.630 of the Los Angeles County Code that states, *"Any person, firm, corporation, municipality or district or any officer or agent of any firm corporation, municipality or district violating any provision of this chapter shall be guilty of a misdemeanor. Such violation shall be punishable by a fine of not more than \$1,000 or by imprisonment in the county jail for a period not to exceed six months, or by both fine and imprisonment. Each day during any portion of which such violation is committed, continued or permitted shall constitute a separate offense and shall be punishable as such (Ord. 98- 0021§1(part), 1998)."* LACDPW applies this code to all their construction projects.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

L. Special Safety Requirements

All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works' safety requirements while at Public Works jobsites. Hard hats and reflective safety vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started.

The Contractor shall use rotating lights for its trucks/vans while performing work under this Contract.

The Contractor shall supply its personnel with safety equipment, such as glasses, gloves, head gear, respirators, etc.

M. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested enhanced maintenance services:

1. The Contractor's personnel shall wear uniforms acceptable to the County. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.

2. All Contractor's personnel shall wear proper footwear. No sandals, thongs, etc., shall be allowed.
3. Safety vests shall always be worn by those providing these enhanced maintenance services. Safety goggles shall be worn by anyone operating water-blasting equipment. Only trained personnel shall be allowed to operate the water-blasting equipment.
4. Should any portion of a street/alley be required to be blocked off to perform these enhanced maintenance services, the Contractor shall use Public Works-approved barricades and 24-inch cones. However, the street/alley shall not be closed off.
5. Use of drugs or alcohol while performing these enhanced maintenance/graffiti removal services is prohibited. Use of drugs or alcohol shall be cause for the County to direct the Contractor to remove the employee from this Project.
6. Horseplay, shoving, pushing, etc., shall not be allowed.

N. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection. Public Works Road Maintenance Division – Road Maintenance District 4 will make regular inspections and verify that the requested work has been completed according to Specifications before monthly payment will be authorized.

The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for loss profits or otherwise, should the County fail to determine a need for services under this Contract.

O. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

P. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;
 - b. The parties are both experienced in performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the Terms and Conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the amount shown in Exhibit F, Performance Requirements Summary. Should an inconsistency be determined between the Work Description (Exhibit A, Paragraph C) and the Performance Requirements Summary (Exhibit F), the higher service level, in the judgment of Public Works, shall prevail.

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PERFORMANCE REQUIREMENT SUMMARY – WHITTIER BLVD.

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM PRICE FOR EXCEEDING THE AQL
Insurance certifications.	Certifications submitted before implementation of Contract and on a timely basis thereafter.	0%	100 percent Inspection on a periodic basis.	Contract cancellation.	Contract cancellation.
Competent supervisory staff.	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	0%	100 percent Inspection on a periodic basis/complaints.	Contract cancellation.	Contract cancellation.
Uniforms.	Uniforms acceptable to County, worn at all times by employees on the job.	0%	100 percent Inspection on a periodic basis/complaints.	5 percent of total monthly amount of contract cost.	\$20 for each time an employee is not in an acceptable uniform.
Employees well oriented to job.	Employees must have thorough knowledge of service area and its needs.	0%	100 percent Inspection on a periodic basis/complaints.	5 percent of total monthly amount of contract cost.	\$50 for each employee not knowledgeable in the job requirements.
Staffing.	Daily staffing levels are equal to or exceed agreement requirements.	0%	100 percent Inspection on a periodic basis/complaints.	5 percent of total monthly amount of contract cost.	\$100 per day for not staffing to the level outlined in the Contractor's Proposal.
Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the specifications.	0%	100 percent Inspection on a periodic basis/complaints.	5 percent of total monthly amount of contract cost.	\$50 per complaint not responded to within the time frame outlined in the specifications.
Empty trash receptacles and replace plastic liners. Cleaning all trash receptacle lids	Empty every Monday, Thursday, Saturday, and Sunday.	0%	100 percent Inspection on a periodic basis/complaints.	10 percent of total monthly amount of contract cost.	\$20 for each trash receptacle not emptied.
Sweep and Remove trash, large items, weeds, etc.	Accomplished every Monday, Tuesday, Thursday, and Friday.	0%	100 percent inspection on a periodic basis/complaints.	10 percent of total monthly amount of contract cost.	\$300 per day if the cleanup is not done within the time frame outlined in the specifications.

PERFORMANCE REQUIREMENT SUMMARY – WHITTIER BLVD.

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM PRICE FOR EXCEEDING THE AQL
Remove graffiti.	Graffiti removed/painted over within 24 hours, Tuesday through Friday; all weekend graffiti removed Monday. Color matched within 48 hours.	0%	100 percent Inspection on a periodic basis/complaints.	50 percent of total monthly amount of contract cost.	\$5 per square foot (or portion thereof) for graffiti not removed within the time frame outlined in the specifications.
Remove gum and grime on sidewalks.	Accomplished once a twice per month.	0%	100 percent Inspection on a periodic basis/complaints.	5 percent of total monthly amount of contract cost.	\$300 each day Contractor does not provide staffing and equipment to the level outlined in their Proposal to perform this task.
Provide business owners a notification of services 2 times per year.	Mail or hand deliver notification to business owners explaining the intent of the contract. First notification must be done within 30 days on start of contract.	0%	Notification must be approved by contract manager 30 days prior to issuing notifications to business owners.	5 percent of total monthly amount of contract cost.	5 percent of total monthly amount of contract cost until the notifications are delivered to business owners.
Remove litter from the alleys at the rear of the businesses.	Accomplished every Monday, Wednesday, and Friday.	0%	100 percent Inspection on a periodic basis/complaints.	10 percent of total monthly amount of contract cost.	\$300 per day if the cleanup is not done within the time frame outlined in the specifications.
Remove all large items from alleys.	Large items removed within 24 hours Tuesday through Friday; all large items placed over the weekend removed Monday.	0%	100 percent Inspection on a periodic basis/complaints.	10 percent of total monthly amount of contract cost.	\$20 for each large item not removed within the time frame outlined in the specifications.
Maintain public parking lots.	Accomplished every Monday, Wednesday, and Friday.	0%	100 percent Inspection on a periodic basis/complaints.	5 percent of total monthly amount of contract cos.	\$100 per day if the cleanup is not done within the time frame outlined in the specifications.

PERFORMANCE REQUIREMENT SUMMARY – WHITTIER BLVD.

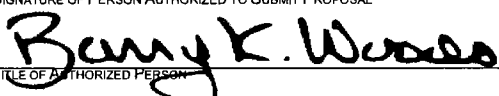
REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL)	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM PRICE FOR EXCEEDING THE AQL
Remove weeds in alleys and public parking lot.	Accomplished every Monday, Wednesday, and Friday.	0%	100 percent Inspection on a periodic basis/complaints.	5 percent of total monthly amount of contract cost.	\$100 per day if the cleanup is not done within the time frame outlined in the specifications.
Empty three-cubic yard bin	Accomplished every Monday, Wednesday, and Friday.	0%	100 percent Inspection on a periodic basis/complaints.	10 percent of total monthly amount of contract cost.	\$100 per day if the cleanup is not done within the time frame outlined in the specifications.
Repair, repaint, clean, or replace worn or broken parts on Public Works street furniture. Sandblast Latino Walk of Fame plaques.	As required, but within 24 hours of when problem is identified by the Contractor or County.	0%	100 percent Inspection on a periodic basis/complaints.	5 percent of total monthly amount of contract cost.	\$50 per individual piece of furniture not repaired, cleaned, or replaced within the time frame outlined in the specifications.
Maintenance services preceding and/or subsequent to a community event.	As requested.	0%	100 percent Inspection on a periodic basis/complaints.	10 percent of total monthly amount of contract cost.	\$300 per day if maintenance service(s) are not provided within the time frame requested.
Annual Tree Trimming	Trim and skin palm trees in Service Area once <u>twice</u> per year <u>within the month of May and month of November</u> prior to the annual Christmas Parade.	0%	100 percent Inspection on a periodic basis/complaints.	\$20,000	\$250 per tree
<u>Pressure wash trash receptacles and non-bush stop benches</u>	<u>Monthly</u>	<u>0%</u>	<u>100 percent Inspection on a periodic basis/complaints</u>	<u>5 percent of total monthly amount of contract cost.</u>	<u>\$300 per day if the cleanup is not done within the time frame outlined in the specifications.</u>

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**SCHEDULE OF PRICES
FOR
WHITTIER BOULEVARD
ENHANCED MAINTENANCE SERVICES**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION: Contractor's price to supply all personnel, supervision, supplies, equipment, transportation, etc., to provide the enhanced maintenance/graffiti removal services as indicated in Exhibit A, Scope of Work, Item E, Frequency and Workload.	PRICE PER MONTH (FOR ADDITIONAL SERVICES)	PROPOSED ANNUAL PRICE (FOR ADDITIONAL SERVICES) (PRICE PER MONTH X 12)
TASK 1: (ADDITIONAL SERVICES) Whittier Boulevard Enhanced Maintenance Services ongoing clean up activities (only in the public right of way), Whittier Boulevard frontage (Atlantic to Long Beach Freeway), and the alleys north and south of Whittier Boulevard. INCLUDED ADDITIONAL SERVICES ARE: * Non-bus stop benches: as-needed graffiti removal and repairs, and monthly pressure washing * Trim palm trees an additional 1 time per year (total of twice per year) * Steam clean sidewalk an additional 1 time per month (total of twice per month) * Non-bus stop trash receptacles: monthly pressure washing and cleaning the trash can lid each time the trash is emptied	\$11,835	\$142,020
TOTAL PROPOSED ANNUAL PRICE FOR ADDITIONAL SERVICES (TASKS 1) =		\$142,020

LEGAL NAME OF PROPOSER Woods Maintenance Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON PRESIDENT		
DATE JANUARY 29, 2013	STATE CONTRACTOR'S LICENSE NUMBER 741322	LICENSE TYPE B; C33; C27; C61/D38; C61/D52; C61/D31; C61/D63; C61/D49; HAZ
PROPOSER'S ADDRESS 7260 ATOLL AVENUE NORTH HOLLYWOOD, CA 91605		
PHONE 818-764-2515	FACSIMILE 818-764-2516	E-MAIL JWOODS@GRAFFITICONTROL.COM

WHITTIER BOULEVARD ENHANCED MAINTENANCE SERVICES (REVISED)

ATTACHMENT D

- All employees shown must be **FULL-TIME** employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

*** Living wage rate shall be at least \$11.84 per hour.

*** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

Note: This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

The above information was compiled from records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the requirements of the proposal.

Woods Maintenance Services, Inc.

Benny K. Woods January 31, 2013
Signature Date

Name of Proposer